

Fill in this information to identify the case:

Debtor 1 Entrust Energy, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Texas, Houston Division

Case number 21-31070

E-Filed on 08/11/2021
Claim # 146

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?		<u>Luminant Energy Company LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
		Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?		Where should payments to the creditor be sent? (if different)
	<u>Gibson, Dunn & Crutcher LLP</u> Name <u>Attn: Michael Rosenthal</u> Number Street <u>New York NY 10166-4000</u> City State ZIP Code Contact phone <u>(212) 351-4000</u> Contact email <u>MRosenthal@gibsondunn.com</u>		_____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____			
4. Does this claim amend one already filed?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$_____ 0.01. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Unliquidated Amount - See Addendum _____

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$_____
Amount of the claim that is secured: \$_____
Amount of the claim that is unsecured: \$_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$_____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$_____ 0.00

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/11/2021
MM / DD / YYYY

Michael A. Rosenthal

Signature

Print the name of the person who is completing and signing this claim:

Name Michael A. Rosenthal
First name Middle name Last name

Title Partner

Company Gibson, Dunn & Crutcher LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address
Number Street

City State ZIP Code

Contact phone Email

Attachment 1 - LUME - POC Addendum (Entrust).PDF

Description -

ADDENDUM TO THE PROOF OF CLAIM OF LUMINANT ENERGY COMPANY LLC

This addendum (“*Addendum*”) is part of the proof of claim (the “*Claim*”) filed by Luminant Energy Company LLC (collectively with its affiliates, “*Luminant*”) against Entrust Energy, Inc. (the “*Debtor*”) and forms an integral part of the Claim.

Luminant and the Debtor are participants in the Electric Reliability Council of Texas (“*ERCOT*”), and are therefore subject to ERCOT’s Nodal Protocols (the “*Protocols*”). The Protocols are an extensive set of rules governing all aspects of the ERCOT market.

If an ERCOT market participant, such as the Debtor, defaults on a payment to ERCOT and ERCOT is unable to cover the default through seizure of posted collateral, the Protocols contemplate a procedure where ERCOT can invoice other market participants, such as Luminant, to make up for the shortfall. Protocols § 9.19. When such a default “uplift” invoice is issued, each market participant’s share of the uplift is calculated on a pro-rata basis using market-activity-share data from the preceding month. Protocols § 9.19.1.

Large market participants like Luminant may be exposed to liability for a substantial percentage of the total uplift, which, in this case, would give rise to a large claim against the Debtor. Accordingly, Luminant asserts an unliquidated claim for any uplift payment that it is required to pay to ERCOT on account of any default by the Debtor, in addition to all applicable pre- and post-petition interest, attorneys’ fees, costs, and other expenses incurred in connection with such claim.

* * *

Luminant reserves all rights to amend or modify this Claim in any respect, including, without limitation, to assert other or additional claims, or for the purpose of fixing or liquidating any contingent or unliquidated claims. This Claim is without prejudice to any other rights that Luminant may have against the Debtor, its officers, employees, successors, or assigns. Luminant expressly reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Luminant by the Debtor or ERCOT, including, without limitation, any rights of setoff or recoupment.

The filing of this Claim shall not constitute (i) an admission of liability by Luminant to any party; (ii) a waiver or release of Luminant’s rights against any person, entity, or property; (iii) a consent by Luminant to the jurisdiction of the Bankruptcy Court with respect to the subject matter of this Claim, any objection or other proceeding commenced with respect thereto, or any other proceeding commenced in this case or otherwise involving Luminant; (iv) a waiver or release of the right to move to withdraw the reference to the subject matter of this Claim, any objection or other proceeding commenced with respect thereto, or any other proceeding commenced in this case against or otherwise involving any claimant; (v) a waiver or release of the right to seek to have the Bankruptcy Court abstain with respect to the subject matter of this Claim, any objection or other proceeding commenced with respect thereto, or any other proceeding commenced in this case against or otherwise involving any claimant; (vi) a waiver or release of the right to have final orders entered only after de novo review by a United States District Judge; (vii) a waiver or release

of the right to trial by jury in any proceeding so triable in this case or any case, controversy, or proceeding related to this case; (viii) a consent to a jury trial in any proceeding so triable in this case or any case, controversy or proceeding related to this case; (ix) a waiver or release of any right to arbitration; (x) an election of remedies or limitation of rights or remedies; or (xi) a waiver or release of any other rights, claims, actions, defenses, setoffs, or recoupments to which they are or may be entitled under agreements, in law, in equity, or otherwise, all of which rights, claims, actions, defenses, setoffs, and recoupments are expressly reserved.